

1894-062 Chancery Causes: Robert W. Orr vs. John Barron
Lee Co.

CA-Contract Dispute
T-Property

-Deed

Virginia.

1 To the honorable J. S. K. Morrison Judge of the Circuit
2 Court of Lee County.

3 Humbly Complaining, your orator, Robert W. Orr, would
4 respectfully represent and shew unto your honor that
5 he now is, and for some time before the year 1892, was
6 seized of or entitled to a good fee simple estate in and
7 to a certain lot or parcel of land, lying in Yorkum Station
8 on Pamell River, containing one acre, more or less,
9 and being so seized and entitled, and desirous to sell
10 the same, did contract with one John Barron (Colored)
11 on the 21st day of October 1892, for the sale of the said
12 land to him, at which time the said John Barron
13 did agree to purchase the said land of your orator at
14 the price of One hundred dollars, and an agreement
15 in writing was entered upon between your orator and
16 the said John Barron, which agreement is herewith
17 filed, marked "A", and prayed to be taken as part of
18 this bill. That by this agreement, as will appear on
19 reference thereto, the said John Barron contracted to
20 pay your orator \$50.00 part of said purchase money by the
21 1st of December 1892, and \$50.00 the residue thereof by
22 the 1st of January 1894, with interest from date, the said
23 payments being evidenced by two notes of the said John
24 Barron of even date with said written contract, and
25 your orator was to execute and deliver to said John
26 Barron a good and sufficient deed, with general warranty
27 for said lot of land, upon the payment of the last note
28 due January 1st 1894. And your orator further sheweth
29 that in performance of said agreement, he did on the
30 15th day of January 1894, execute a good and sufficient
31 deed of Conveyance, conveying the said land to the
32 said John Barron, and tendered the same to him, and

1 that at that time, as now, your orator was possessed
2 of a good fee simple title to the land, thereby intended
3 to be conveyed; that the said John Barron refused then
4 to comply with the said contract on his part, by refus-
5 ing to pay your orator the said last installment of
6 purchase money due as aforesaid; and that the said
7 John Barron still refuses to comply with the said
8 contract, though he has been several times applied
9 to by your orator, to comply with the same. All of
10 which is contrary to equity and good conscience.
11 In tender consideration whereof, and for as much as
12 your orator is remediless in the premises, save by the
13 aid of a court of equity, where matters of this kind
14 are alone cognizable, your orator prays that the said
15 John Barron may be made a party defendant to this
16 bill, and required to answer the same, but not on
17 oath, that being waived; that the said agreement
18 entered into between your orator and the said John
19 Barron may be specifically performed and carried into
20 execution by the said John Barron, your orator hereby
21 offering to perform the same on his part; and that
22 the said John Barron may be compelled to pay your
23 orator the said last installment of purchase money
24 of said land, with the interest thereon, the first in-
25 stallment having ^{been} paid, as your orator thinks secured by
26 and there are no other liens and said lot of land, of which your orator is a grante
garnishment, and your orator offering herein to
27 convey by a good and sufficient deed of conveyance
28 the said land to the said John Barron, ^{which deed is herewith filed as an exhibit marked "B"} and upon his
29 failure to do so, that the said lot of land be sold to
30 pay the said purchase money; that proper process
31 may issue, and that your orator may have such
32 other further and general relief as the nature of his case

1 may require, or to equity shall seem meet.

2 And your orator will ever pray &c.

James W Orr. P. 21

R. W. Orr ^{1st Feby 1894} ^{Or}
 vs Bill in Chy

John Barron

1894 1st February Rules Bill
 filed Spa. Exd & D. Vici
 " 2nd Feby, Rules D. N. Confd
 Cause set for hearing
 by Plaintiff

June Term 1894 Decree
 final O B 4 Page 7

1 a/c
 6 + 12.9000

C \$ 5.60
 3 50
 Atty 5.00
 \$ 11.10
~~Estimate~~
 \$ 7.70
 C 36
 \$ 11.46
 Commission 1.00
 \$ 12.46

30 29 28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1

R. W. Orr
against
John Barron

Plff } In chancery.
Defts }

This cause came on again to be heard upon the papers formerly read in the cause and the report of James W. Orr, Commissioner, of the sale of the house and lot in the bill mentioned, to the plaintiff, ^{filed May 22nd 1894.} and was argued by Counsel. On consideration thereof, and said report having been filed the time required by law, and being unexcepted to, is confirmed. And it appearing to the Court, ^{from said report} that the sale therein reported was made to the plaintiff, and that the ^{amount of} same was for a sum not sufficient to pay the purchase money heretofore decreed the plaintiff in the cause, It is adjudged, ordered and decreed that the plaintiff pay out of said purchase the costs of this suit and expense of said sale, amounting to \$12.46, and that the residue of \$7.54 ^{of \$50⁰⁰ & interest thereon} be credited to the defendant, on the sum decreed to the plaintiff against the defendant at the ^{term, and for which sum subject to said credit execution may issue} last; and that the deed, filed by the plaintiff, with his bill, as an escrow, conveying the said house & lot to the defendant, upon the defendant's paying the purchase money therefor, be and is hereby canceled, and the title being thus left in the plaintiff, no conveyance is necessary upon the part of the Commissioner, and nothing further remaining necessary to be done in the cause the same is ordered to be stricken from the docket.

R. W. Orr

as $\frac{1}{2}$ Decree Final

John Barron.

Entered on Chy Ord. Book 4 P. 7

Enter this decree.

W. F. M.

June 9 1894.

Robert W Orr.

against

John Barron

Plff

Deft

In Chancery.

This cause came on to be heard upon the bill of the plaintiff and exhibits therewith, the process duly executed on the defendant, and was argued by Counsel and the defendant failing to appear the bill is taken for confessed against him. On consideration thereof it is adjudged, ordered and decreed, that the plaintiff recover against the defendant \$50.00 the debt in the bill mentioned, with legal interest thereon from the 21st day of October 1892, until paid, and the costs of this suit, and the same being purchase money for the lot of land in the bill mentioned, for which a lien exists in favor of the plaintiff. It is further ordered that unless the same is paid within ~~in~~ 20 days from the adjournment of this Court, then James W Orr, who is appointed a commissioner for the purpose, will proceed to sell at the front door of the Court house of this County, on some Court day, to the highest bidder, on a credit of six & twelve months time, the said lot of land, except the costs and commissions on sale will be required to be paid in hand, and for the deferred payments bonds with security will be required of the purchaser, bearing interest from date. Said Commissioner before selling will advertise the time, terms and place of sale, for at least 30 days, by written advertisements posted at the front door of the Court house of this County and in

Robert W. Orr
vs. Decree for Sale

John Barron.

E. C. D. B. Page 570

McK. 10/1894

the vicinity of said land, and will report his
action to this Court, but before acting, under
this decree he will execute ^{the clerk of} ~~this~~ Court
in the penalty of \$200.00 Conditioned according to law.
And the cause is continued

Entered this decree.

E. C. D. B.

Nov-10/1894

R. W. Orr.

vs

John Barron

Plff

In Chancery.

Deft

To the honorable W. T. Miller, Judge of the Circuit Court of Lee County Va. The undersigned Commissioner in this cause respectfully reports that, pursuant to the decree rendered therein at the last term, he, on the first day of the May term 1894 of the County Court for said County, ^{being May 21st 1894,} after having advertised as in said decree directed, proceeded, at the front door of the Court house of said County, to sell on the terms prescribed in said decree, the house and lot in the bill mentioned, when the plaintiff offered the sum of Twenty dollars, \$20, therefor, and this being the only bid, the same was knocked off to him at that price. This sum only pays a few dollars more than the costs of said suit, and as the plaintiff is the purchaser and the title remains in him, your Commissioner recommends a confirmation of said sale, the sale being in his opinion for a fair price and as much as the said house & lot will sell for, and that the plaintiff out of said sum, ^{of \$20,} pay your Court his commission of \$1.00, and the costs of this suit, and retain the residue of \$ on his said debt, ^{decreed him at last term,} and that the cause be stricken from the docket. Respectfully submitted.

James W. Orr, Commr.

2000
12.46

7.54

R. W. Orr
vs. Report of Sale

John Barron

Filed May 25 1894.

A. B. Munsey
Clerk

This Contract made this the 21st day of Oct 1892
By and between Robert War of the county of Lee
of the first part and John Barron of the county
afore said of the second part Witnesseth for and in
consideration of One Hundred Dollars to be paid by
party of the second part as follows viz Fifty Dollars
(\$50⁰⁰) by the first of December 1892 and Fifty
Dollars (\$50⁰⁰) by the first of January 1894 with
interest from date The said deferred payments
being evidenced by the Two promissory notes
of said party of the second part of even date here
with. The said party of the first part here by
agree to grant bargain sell and convey unto
said party of the second part a certain lot or
parcel of land lying in Locum Station on
Powals River containing One Acre more or
less Bounded as follow Beginning at a Double
Sicamore at the edge of the River and with the
River a south direction to the point of a bluff
projecting to the River thence Westwardly passing
a line marked Fore raft to a stump in side
of field thence northly to the main Road
passing Cedar that is marked Fore raft thence
Easterly to the beginning The Hence is to be moved
on line and the said party of the first part
here by further covenants with the said party
of the second part that he will make a good
and sufficient deed and deliver

To him with general warranty upon the
payment of the last note Due Jan - 1.25/1894
Witness our hands and seals in the presence
of the following Witness and the above day
and date mentioned

Jesi G W Pennington

Robert Warr (Seal)
John Barron

Contract
R W Pennington
John Barron

AS

\$5000

Oct 21 1893

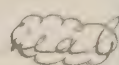
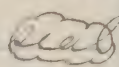
By the first of January 1894 I bind
myself heirs &c to pay Robert W Orr
Fifty Dollars with interest from date
for value received of him in land
this being the last payment. Witness my
hand and seal

John Barron (Seal)

2nd. Dec. 1898
435-8


John Barron
To Note \$5000

1 This deed made this the 1st day of January 1894, by
2 and between Robert W Orr & Minerva R. Orr his wife
3 of the one part, and John Barron of the other part,
4 all of Lee County Virginia, mutually, that for and
5 in consideration of the sum of One hundred dollars,
6 the receipt of which is hereby acknowledged, the said
7 Robert W Orr & Minerva R Orr his wife, doth hereby grant
8 and convey, with covenants of general warranty, unto
9 the said John Barron a certain lot or parcel of land
10 lying and being in Spohm Station, in said County on
11 Pamunks River, containing one acre more or less, and
12 bounded as follows to wit: Beginning at a double dyed
13 mark at the edge of the river, and with the river a
14 South direction to the point of a bluff projecting to
15 the river, thence westwardly passing a lym marked
16 fore and aft to a stump inside of a field, thence
17 northward to the main road passing a cedar that is
18 marked fore & aft, thence eastwardly to the beginning.
19 To have and to hold the said lot or parcel of land
20 together with the appurtenances thereunto belonging
21 unto the said John Barron and his heirs forever.
22 Witness the following signatures and seals.

23 Robert W Orr 
24 Minerva R Orr 

25
26 Virginia, Lee County, to wit:-

27 Joseph B. Barker a Justice of the Peace in
28 and for the County and State aforesaid, do certify that
29 Robert W Orr & Minerva R Orr his wife whose names
30 are signed to the foregoing deed bearing date the 1st
31 day of January 1894, have acknowledged the same before
32 me in my said County, given under my hand this 15 day
of January 1894.

Joseph B. Barker 

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John Barron
Frank Decot
Robert H Orr & wife

o

Know all Men by these Presents, That we James W. Orr and

J. A. G. Heyatt

are held and firmly bound unto the Commonwealth of Virginia, in the sum of Two
Hundred dollars, to payment whereof, well and truly to be made to
the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs,
executors, and administrators, jointly and severally, firmly by these presents, hereby waiving the
benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to
discharge any liability arising under this bond, or by virtue of said office or trust, in any cur-
rency, funds, counter claims or offsets other than legal-tender currency of the United States.

Sealed with our seals, and dated this 16th day of April
one thousand eight hundred and Ninety four

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound James
W. Orr shall faithfully perform the duties of his office or trust, as Commissioner

under a decree of the Circuit Court of the County of Lee, pronounced on the 10th day
of March, 1894, in the suit therein depending under the name and style
of Robert W. Orr against John Barron

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the
presence of

A. B. Munsey clerk

James W. Orr [SEAL.]

J. A. G. Heyatt [SEAL.]

[SEAL.]

In the Clerk's Office of the Circuit Court of the County of Lee.

This day J. A. G. Heyatt
surety on the above bond, made oath before me A. B. MUNSEY, Clerk of the Circuit Court
of the County of Lee, that his estate after the payment of all his just
debts, and those for which he bound as security for others, and expect to
have to pay is worth the sum of Four Hundred
dollars.

Given under my hand this 16th day of April 1894.

A Copy Teste

Teste:

A. B. Munsey

Clerk

A. B. Munsey Clerk

R. M. Orr
or
John Barron

to { COMMISSIONER
BOND.

Commonwealth.

Bond Book. P. 123

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

John Barron

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *First* Monday in *February*, 189*4*, to answer a bill in Chancery, exhibited against *him* in our said court by *Robert H Orr*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *17th* day of *January* 189*4*, and in the *11* *8th* year of the Commonwealth.

A. B. Munsey Clerk.

Robert M Orr

vs. }

SUBPŒNA
IN CHANCERY.

John Barron

James M Orr p. q.

To 1st February Rules 1894

Circuit Court.

1894

January 24

By going to the house
of John Barron
and finding no
member of the
family at home
& executed this spa
in chancery by
posting it on the
door of John Barron
dwelling house

M R Kirk D-3
for 28 February 1894